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6 Attorneys for Defendants
 HARVEST REDWOOD RETIREMENT RESIDENCE,
 7 L.L.C., doing business as Redwood Retirement Residence,
 RETIREMENT RESIDENCE, L.L.C.; and HOLIDAY
 8 RETIREMENT CORP.

9 **UNITED STATES DISTRICT COURT**
 10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

11
 12 GREATER NAPA FAIR HOUSING
 CENTER, a California Not for Profit
 Corporation, doing business as FAIR
 HOUSING NAPA VALLEY, as an
 individual entity only; RUBY DUNCAN,
 an incompetent adult, by and through her
 Guardian Ad Litem, MAE LOUISE
 WHITAKER; and EVA NORTHERN, an
 incompetent adult, by and through her
 Guardian Ad Litem, NANCY
 NORTHERN, each individually and on
 behalf of individuals similarly situated;
 NANCY NORTHERN, in her individual
 capacity only; and MAE LOUISE
 WHITAKER, in her individual capacity
 only,

20 Plaintiffs,

21 v.

22 HARVEST REDWOOD RETIREMENT
 RESIDENCE, L.L.C., doing business as
 Redwood Retirement Residence;
 23 REDWOOD RETIREMENT RESIDENCE
 L.L.C.; and HOLIDAY RETIREMENT
 24 CORP.,

26 Defendants.

11 No. C 07 3652 PJH

12 **DECLARATION OF TOM AHRENS IN
 SUPPORT OF DEFENDANTS'
 13 OPPOSITION TO MOTION FOR
 14 ISSUANCE OF PRELIMINARY
 15 INJUNCTION**

16 Date: September 26, 2007
 Time: 9:00 a.m.
 Dept: Ctrm. 3, 17th Fl.
 Judge: Hon. Phyllis J. Hamilton

1 I, Tom Ahrens, hereby declare that I have personal knowledge of the facts set forth herein
2 and, if called upon to testify, I would truthfully and competently testify to the following:

3 1. I am employed as the regional director for a group of Holiday Retirement
4 ("Holiday") residences that includes Redwood Retirement Residence ("Redwood" or
5 "Residence). I oversee the Northern California and Northern Nevada regions, which cover ten
6 retirement facilities. I have held that position since July 2005.

7 2. Redwood is not an assisted living or residential care facility nor, to my knowledge,
8 does Holiday operate any residential care or assisted living facilities. We provide apartment-style
9 housing with various services for retired persons. Historically, Holiday's target market has been
10 middle income retirees. For more than thirty years Holiday has built and operated its projects to
11 fill this small niche.

12 3. Redwood has 97 units, the majority of which are one-bedroom and studio units,
13 although there are some two-bedroom units. First-floor units have a door that leads into the
14 hallway and another door that leads directly outside, so residents may come and go as they please.
15 Many of the second-story units have private balconies. Redwood, like other Holiday facilities, is
16 designed for group meals. The units have a sink, counter and small refrigerator. No units have
17 cooking facilities and no cooking utensils or equipment are provided to residents. Residents are
18 free to bring in a microwave oven, coffee pot or other small cooking appliance for their use, but it
19 is anticipated they will eat in the dining room. For many residents, this meal service is a highlight,
20 both because it means they do not have to cook and because it provides an opportunity to
21 socialize with neighbors.

22 4. Residents pay a monthly fee, which includes three meals a day in the central
23 dining room, weekly housekeeping, linen changing, scheduled transportation services, scheduled
24 group excursions and a number of on-site activities, including exercise programs, bingo, bridge
25 and other card games, arts and crafts, educational programs and devotional services. Hospice is
26 provided on-site by another company.

27 5. Redwood does not provide any personal care services. Residents are free to hire
28 personal care givers to assist them in their daily living. Redwood does not provide any healthcare

1 or medical services, nor is it licensed to do so

2 6. Holiday hires couples to act as resident managers in its senior housing facilities. A
3 building the size of Redwood usually has another couple who act as the co-resident managers,
4 essentially assisting and reporting to the resident managers. Resident managers are not qualified
5 to and do not render medical assistance, nor do they provide or keep medication.

6 7. In May of 2006, I hired David and Denise Hall to be co-resident managers at
7 Redwood. This was their first job with Holiday and the first time they had been resident
8 managers in a residence for the elderly. In approximately July of 2006, they requested a transfer.
9 This occurred within weeks of an incident in which an elderly Redwood resident named Carl
10 Eggers (approximately 93 years old) apparently struck his elderly wife (approximately 91 year
11 old Helen Eggers) while he was delusional. David sent me an article that had been in the Napa
12 newspaper. The resident managers had not mentioned the incident to me. I thereafter assigned
13 David and Denise as co-resident managers at The Springs in Napa, where I anticipated they
14 would get good training from the resident managers.

15 8. In August of 2006, after the Halls transferred, I terminated the employment of
16 resident managers Susan and John Coll, who had been the managers since sometime in 2001. I
17 also terminated the employment of the maintenance man and a cook. Mr. Coll had totaled the
18 Redwood's vehicle while driving under the influence of alcohol. He, his wife, the maintenance
19 man and the cook lied about it. When I investigated and discovered the truth, they were all fired.
20 The circumstances of their terminations required their immediate departures.

21 9. I brought in interim and temporary managers while I sought to replace the resident
22 managers. I also spent more time at the property and became concerned about the number of
23 persons who appeared to be disoriented and incapable of caring for themselves, even with the
24 assistance of their private care givers. At least four residents were receiving hospice care and
25 others appeared extremely frail and disoriented. I do not have a medical background and have no
26 grounds for assessing mental capacity. I asked the corporate nurse, Irene Drabek, to come to the
27 Residence and talk with residents. I wanted to make sure that a situation like the Eggers did not
28 recur and to assure myself that no residents were presenting a danger to themselves or others.

1 10. Ms. Drabek came to the property on or about August 22, 2006. In her opinion, a
2 significant number of residents were not having their care and safety needs properly met or
3 managed by their caregivers. One of those residents was Bernice Thornton.

4 11. Evictions are relatively unusual occurrences. Usually the families will agree that
5 the parent needs additional care. Other than the evictions at Redwood, I recall only two other
6 evictions in the last two years at any of the other facilities I manage.

7 12. I asked the Halls to return to Redwood. Because of the disruption to the residents,
8 I hoped that bringing the Halls back as resident managers would bring a sense of stability.
9 Residents appeared relieved when I talked with them and could tell them that David and Denise
10 were returning. The Halls agreed to return in late August 2006.

11 13. An eviction notice was given to Bernice Thornton and her family in October 2006
12 after her son Tom Thornton initially balked at moving his mother. I spoke with Mr. Thornton on
13 two occasions in the fall of 2006 about our observations of Bernice and her actions which caused
14 us concern about her deteriorated mental and physical condition. It appeared that her care and
15 safety needs were not being adequately met by the caregivers. I believe I reached an agreement
16 with him that it was necessary for him to provide his mother with additional and more adequate
17 care or that he would need to relocate her to another facility after the holidays. Because her care
18 and safety needs were still unmet by the personal caregivers, we had little choice but to give Ms.
19 Thornton another eviction notice the following April.

20 14. I was aware in the fall of 2006 that the Velez care group was leasing office space
21 in the Redwood and providing personal care givers to a number of the Redwood residents. I also
22 was aware that Dave Hall had been concerned about the quality of the care provided by some of
23 the care givers. Because of the Eggers incident, among other issues, I believed we had a
24 responsibility to ensure that the agency had adequate insurance in place to indemnify the
25 Residence if any conduct or negligence by the care givers created liability. I entered into
26 discussions with Patricia Valencia, the owner. After she ascertained the expense of the insurance
27 coverage, she decided to terminate her tenancy at the Residence, which I believe to be a good
28 result.

1 15. In the fall of 2006, between 20 and 25 meal trays were being sent out of the
2 kitchen each day. This was far in excess of other facilities. I agreed with Dave and Denise that it
3 would be a good idea to regulate how the meal trays were provided. When that did not seem to
4 work, I approved their plan to create a policy under which residents had to pay a nominal fee of
5 \$5 for each tray. I believe this fee was reasonable considering the disruption.

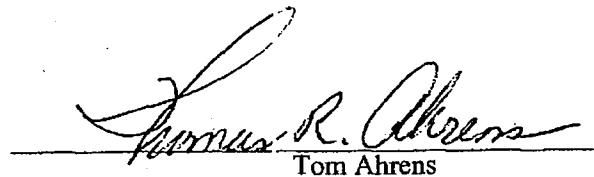
6 16. In early 2007, Nancy Northern contacted me about her concern about the meal tray
7 charges. I agreed to allow her mother to receive meal trays free of charge for an additional
8 period. Ms. Northern was never faced with the prospect of her mother not being given food. I
9 told her that because of the disruption and costs associated with meal trays, a nominal fee would
10 be charged. She asked whether her mother could obtain reimbursement for meals that she did not
11 obtain from Redwood. I told her I would look into it and call her back. I spoke with Ms.
12 Northern personally several days later. She told me she was surprised and appreciative that I
13 called. I told her that her mother would receive a reimbursement for meals she did not take at
14 Redwood. It is my understanding that Eva Northern received a meal discount in the amount of
15 \$300.00 per month from February 1, 2007 until April 13, 2007 as reimbursement for untaken
16 meals.

17 17. Because of conduct reported to me by the Halls, I agreed with assessments relating
18 to Anne Paul, Maxine Ramacher, Bill Nye and Dorman Mitchell, and approved the eviction
19 notices sent to them in April 2007.

20 18. If a disabled resident is otherwise qualified and we can reasonably accommodate
21 him or her, we do so, so long as they do not endanger themselves or others, or regularly interfere
22 with other residents' right to enjoy and utilize their premises and the services offered. I believe
23 the elderly can maintain active and independent lifestyles even when they have severe disabilities,
24 and observe this regularly, so long as they receive appropriate care. I have not made
25 discriminatory statements relating to the disabilities of residents or prospective residents.

26 I declare under penalty of perjury under the laws of the State of California that the
27 foregoing is true and correct. Executed this 5th day of September, 2007 at Napa,
28

1 California.



Tom Ahrens

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DECL TOM AHRENS IN SUPPT OF OPPO TO MOTION FOR PRELIM INJUNCTION
(CASE NO. C 07 3652 PJH)

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